

02-25-02

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IN THE UNITED STATES  
PATENT AND TRADEMARK OFFICE

PATENT APPLICATION

Vasyl' V. Kozoriz

CASE 1

Serial No. 09/654,964 Group Art Unit 2834

Filed September 5, 2000

Supervisory Petition Attorney Beverly M. Flanagan

TITLE Super Conductive Bearing

Box DAC  
ASSISTANT COMMISSIONER FOR PATENTS  
WASHINGTON, D.C., 20231

I hereby certify that this correspondence is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated below and is addressed Box DAC, Assistant Commissioner for Patents, Washington, D.C. 20231.

*Dwight A. Marshall* February 22, 2002  
Dwight A. Marshall Date of Deposit

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SIR:

PETITION TO FILE PATENT APPLICATION WHERE INVENTOR  
REFUSES TO EXECUTE APPLICATION PAPERS (37 C.F.R. § 1.47)

1. Petition

1.01 Petition is made to have a party of a proprietary interest in the invention entitled Super Conductive Bearing execute the papers in this application for Letters Patent on behalf of the inventor who refuses to execute the filed patent application 09/654,964 for letters patent.

2. Statement

2.01 Lois Reiner, by attached Affidavit, says that she resides at 9409 Walnut Hull Dr., Genoa Township, Westerville, Ohio, 43082, and that she is the secretary and treasurer of the party herein identified as Global Trading & Technology, Inc. (Global), 5030 Westerville Road, in the city of Columbus, Ohio, 43231.

2.02 She further says that Global has a duly executed contract, a copy of which has been filed with in this application for patent for recordation in the United States Patent Office, with the inventor of the invention, Super Conductive Bearing, and who is herein identified as Vasyl' V. Kozoriz, reported as residing at 5 Poljarna Street, Apartment 99, in the city of Kyvi (Kiev) 201, in the country of Ukraine.

2.03 She further says the know-how, technology and the invention and all of the proprietary rights for the Super Conductive Bearing claimed in patent application 09/654,964 have been sold in the entirety to Global.

2.04 She also says that the inventor was presented with an entire copy of the patent application 09/654,964 entitled Super Conductive Bearing including specification, claims and declaration in the presence of witnesses and refused to execute the papers required for the filing of the patent application.

### **3. Filing of Application**

3.01 Lois Reiner, secretary and treasurer of Global wherein Global having purchased the rights to the know-how, technology and the invention in the instant patent application 09/654,964 setting forth the invention entitled Super Conductive Bearing, hereby petitions the Commissioner of the Patent and Trademark Office for the right to make application for Letters Patent for the invention, Super Conductive Bearing, and to execute the necessary papers on behalf of the inventor who has refused to execute the enclosed application and returned to the Ukraine in order to preserve the rights of the owner, Global, and to prevent irreparable damage thereto.

### **4. Affidavits**

4.01 In a first affidavit attached hereto, Lois Reiner being duly sworn says that her company, Global, has a duly executed contract, a copy of which was included in patent application 09/654,964 for recordation in the United States Patent Office, with the inventor of the invention, Super Conductive Bearing, and who is herein identified as Vasyl' V. Kozoriz, reported as residing at 5 Poljarna Street, Apartment 99, in the city of Kyvi (Kiev) 201, in the country of Ukraine.

4.02 She further says that the inventor Vasyl' V. Kozoriz has sold the patentable rights to the invention entitled Super Conductive Bearing and the know-how and technology relating thereto to Global.

4.03 She further says that Global, paragraph 3, page 1, of the contract, purchased World Wide Rights to any invention apparatus created and based on super conductive information know-how and technology and to make himself, the inventor Vasyl' V. Kozoriz, available to work exclusively for supplying new information for developing and patenting a new "SUPER" Superconducting Magnetic Bearing the name of which was subsequently shortened to "Super Conductive Bearing".

4.04 She further says that Global in accordance with provisions of paragraph 7, page 1, of the contract, provided a round trip air fare ticket to the inventor Vasyl' V. Kozoriz to come to the United States of America and was employed, all expenses paid by Global, to work on the invention Super Conductive Bearing at 5030 Westerville Road, Columbus, Ohio. and that Global provided a residence at 3399 Partridge Place, Apartment 203, Columbus, Ohio.

4.05 She further says that Global provided a furnished residence at 3399 Partridge Place, Apartment 203, Columbus, Ohio. for his use during his work assignment along with living, utility and entertainment expenses and office space with computer and software facilities.

4.06 She further says that Global employed Daniel E. Strohecker, a Professional Engineer in the State of Ohio and registered with the Ohio State Board of Registration Engineers and Surveyors (E-27277) to work with Vasyl' V. Kozoriz on developing and patenting the Super Conductive Bearing.

4.07 She further says that Global, paragraph 2, page 3 of the contract, agreed to spend monies for developing and patenting the prototype Super Conductive Bearing and in so doing employed the Professional Engineer and inventor Vasyl' V. Kozoriz to conduct an extensive and informal search of apparatus that may relate to the Super Conductive Bearing.

4.08 She further says that Global engaged an Intellectual Property Attorney to prepare patent application 09/654,964 for filing in the U.S. Patent Office.

4.09 She further says that the inventor Vasyl' V. Kozoriz, paragraph 4, page 1 of the contract, agreed to execute whatever documents required to be submitted to the U. S. Patent

Office and swore and certified that he has the right under the laws of the Ukraine and the U. S. A. to sell the patentable invention and related know-how, knowledge and technology for the invention entitled Super Conductive Bearing to Global.

4.10 She further says that the inventor Vasyl' V. Kozoriz did not complete his employment period for Global and last reported to work on August 4, 2000, after which he vacated his apartment in Columbus, Ohio without leaving a forwarding address or indicating where he could be reached.

4.11 She further says that Global made due diligent efforts by newspaper ads and telephone calls to locate the inventor Vasyl' V. Kozoriz and finally located him in the Columbus airport as he was preparing to leave the United States and return to the Ukraine.

4.12 She further says that an Officer of Global with the Intellectual Property Attorney went to the Columbus Airport on August 27, 2000, the date that the inventor was scheduled to return to his home in Kiev, and that the inventor Vasyl' V. Kozoriz, in the present of witnesses, was presented with the entire copy of the papers of the application including the specification, claims, drawings and declaration and having sufficient time to review and execute the application refused to sign the appropriate papers required for the filing of a patent application of the invention of Super Conductive Bearing duly sold by contract to Global.

4.13 She further says Global has a prima facie case in that the rights to the invention entitled Super Conductive Bearing and disclosed in patent application 09/654,964, filed on September 5, 2000, have been properly purchased from the inventor Vasyl' V. Kozoriz.

4.14 She further says that the rights to the invention entitled Super Conductive Bearing and disclosed in patent application 09/654,964, filed on September 5, 2000, are owned by Global and that Global has a sufficient proprietary interest in the invention in accordance with the provisions of Titles 35 U.S.C.118 and 37 C.F.R. 1.47(b) to warrant filing of a patent application and the assignment of a patent to Global that may issue therefrom on the invention.

4.14 She further says that failure to prosecute the invention of the Super Conductive Bearing set forth in the filed patent application 09/654,964 will result in the failure to preserve the rights of all the parties and in irreparable damages to Global.

#### 5. Fee

No fee is required.

*Lois J Reiner*

Lois Reiner

Secretary and Treasurer

Global Trading & Technology, Inc.

**FEB 22 2002**

Date

#### Attachments:

Declaration

Global Sec. & Treas. affidavit

Prof. Eng. affidavit

Memorandum



## AFFIDAVIT

State of Ohio, Franklin County, ss.

Lois Reiner, being first duly sworn, says that she resides at 9409 Walnut Hull Dr., Genoa Township, Westerville, Ohio, 43082, and that she is the secretary and treasurer of the company Global Trading & Technology, Inc. (Global), 5030 Westerville Road, in the city of Columbus, Ohio, 43231,

Affiant further says that her company, Global, has a duly executed contract, a copy of which was included in patent application 09/654,964 filed on September 5, 2000 for recordation in the United States Patent Office, with the inventor of the invention, Super Conductive Bearing, and who is herein identified as Vasyl' V. Kozoriz, reported as residing at 5 Poljarna Street, Apartment 99, in the city of Kyvi (Kiev) 201, in the country of Ukraine, wherein Vasyl' V. Kozoriz wishes to sell the patentable rights to his inventions and the supporting knowledge and technology and wherein Global purchased the patent rights to an invention entitled "SUPER" Superconducting Magnetic Bearing and which has been shortened to Super Conductive Bearing and the know-how and technology relating thereto,

Affiant further says that Vasyl' V. Kozoriz by the terms of the contract, paragraph 1, page 1, sold the rights to rights to future patents at such times they are approved, and the supporting know-how and technology as summarized in U.S. Provisional Patent Applications "Manufacture for Acceleration for Braking or both and Method of Use" 60/002,198 and "Inelastic Magnetic Bearing" 60/002,601,

Affiant further says that Vasyl' V. Kozoriz apparently did not file final applications on the above set forth Provisional Applications,

Affiant further says that her company Global, paragraph 3, page 1, purchased World Wide Rights to any new inventions created based on the super conductive information know-how and technology relating to the above set forth Provisional Patent Applications and that Vasyl' V. Kozoriz, paragraph 7, page 1, agreed to make himself available to work exclusively for supplying new information for developing and patenting a new Super Conductive Bearing,

Affiant further says that Global in accordance with provisions of paragraph 7, page 1, provided a round trip air fare ticket to the inventor to come to the United States of America and work for Global on the inventive Super Conductive Bearing at the Global office at 5030 Westerville Road, Columbus, Ohio and that Global provided a residence at 3399 Partridge Place, Apartment 203, Columbus, Ohio for his use during his work assignment,

Affiant further says that Global engaged Daniel E. Strohecker, a Professional Engineer in the State of Ohio and registered with the Ohio State Board of Registration Engineers and Surveyors (E-27277) to work with Vasyl' V. Kozoriz on developing and patenting the Super Conductive Bearing,

Affiant further says that Global, paragraph 2, page 3, agreed to spend monies for patenting the prototype Super Conductive Bearing and at Global's option, monies for developing a prototype and in so doing had the Professional Engineer and

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Kozoriz conduct an extensive and informal search of apparatus that may relate to the Super Conductive Bearing and in addition engage an Intellectual Property Attorney to prepare patent application 09/654,964 for filing in the U.S. Patent Office,

Affiant further says that Vasyl' V. Kozoriz, paragraph 4, page 1, agreed to execute whatever documents that are required to be submitted to the U. S. Patent Office,

Affiant further says that Vasyl' V. Kozoriz, paragraph 11, page 2, swears and certified that he has the right under the laws of the Ukraine and the U. S. A. to sell the patentable invention and related know-how, knowledge and technology for the invention entitled Super Conductive Bearing to Global,

Affiant further says that Vasyl' V. Kozoriz did not complete his work period for Global and last reported to work on August 4, 2000, after which he vacated his apartment in Columbus, Ohio without leaving a forwarding address or indicating where he could be reached,

Affiant further says that the inventor's wife, Halyna Kozoriz, was contacted by Global at 5 Poljarna Street, Apartment 99, Kiev 201, Ukraine, by telephone (011-380-44-432-6690) and by mail and who stated that she did not know of his whereabouts.

Affiant further says that Global contacted the inventor's daughter, Katherine Fedorchuk in California, United States, both by telephone (909-398-1976) and by certified mail who stated that she did not know of his whereabouts,

Affiant further says that Global contacted Bill Chmilak (216)-884-6716) and Victor Kacur (614-459-0313), friends of the inventor, who stated that they did not know of the inventor's whereabouts,

Affiant further says that Global ran the following Notice in the Public Notices Section of the Columbus Edition of The Daily Reporter on August 18, 21 through 28 through 31, 2000:

"Would anyone having knowledge of the current location of Vasyl' V. Kozoriz, a.k.a. Vassili V. Kororiz, a citizen of Ukraine, and having a residence at 5 Poljarna Street, Apartment 99 of Kyjv (Kiev) in the Country of Ukraine and having a last known address of 3399 Partridge Place, Apt. 203, City of Columbus, County of Franklin, State of Ohio, 43231, please contact Mr. Walter Reiner at (614)882-0800 or Dwight A. Marshall at (614)-888-6533."

Affiant further says that Global did not receive any response in regards to this Notice,

Affiant further says that Global sent a certified letter to Vasyl' V. Kozoriz, 3399 Partridge Place, Apt. 203, Columbus, Ohio 43231, and no response in reply thereto has been received.

Affiant further says that an Officer of Global with an attorney went to the Columbus Airport on August 27, 2000, the date that the inventor was scheduled to return to his home in Kiev, and that the inventor who was finally located, after due diligence on the part of Global at the departure gate of American Airlines and in the present of witnesses, was presented with the entire copy of the papers of the application including the specification and claims and declaration and even having time to review the application refused to sign the appropriate papers required

for the filing of a patent application of the invention of Super Conductive Bearing duly sold by contract to Global,

Affiant further says that Global has a prima facie case in that the rights to the invention entitled Super Conductive Bearing and disclosed in patent application 09/654,964, filed on September 5, 2000, have been properly purchased from Vasyl' V. Kozoriz and are owned by Global and that Global has a sufficient proprietary interest in the invention in accordance with the provisions of 35 U.S.C.118 and 37 C.F.R. 1.47(b) to warrant filing of a patent application and the assignment of a patent that may issue thereon on the invention entitled Super Conductive Bearing,

Affiant further says that Global has subsequently tried to contact Vasyl' V. Kozoriz as recently as February of 2002 at his address in Kiev by telephone, e-mail, confirmed mail and facsimile and sent him the necessary papers relating to patent application 09/654,964 and Vasyl' V. Kozoriz refuses to cooperate and will not execute the necessary patent application papers, and

Affiant further says that failure to prosecute the invention of the Super Conductive Bearing set forth in the filed patent application 09/654,964 will result in the failure to preserve the rights of all the parties and in irreparable damages to Global.

Lois J. Reiner

Lois Reiner  
Secretary and Treasurer  
Global Trading & Technology, Inc.

February 22, 2002

Date

United States of America  
State of Ohio ss:  
County of Franklin

Sworn to me and subscribed in my presence this 22<sup>th</sup> day of February, 2002

Dwight A. Marshall

Notary

Dwight A. Marshall, Attorney-at-Law  
NOTARY PUBLIC—STATE OF OHIO  
My commission has no expiration date.  
Section 147.03 R. 6.



### Memorandum

The contract filed for recordation with patent application 09/654,964 on September 5, 2000 is entitled "Intellectual Property Rights and Invention Development Contract" and was executed by Walter G. Reiner, President of Global Trading & Technology, Inc. (G.T.T.), 5030 Westerville Road, Columbus, Ohio 43231, USA (Buyer) and Vasyl' V. Kozoriz (V. K.), 5 Poljarna Street, Apartment 99, Kyiv (Kiev), Ukraine (Seller) at the U. S. Embassy in Kiev.

In paragraph 1, page 1, G.T.T. purchased the rights to future patents at such time they are approved and the supporting know-how and technology and knowledge as summarized in U. S. Provisional Patent Applications "Manufacture for Acceleration or Braking or both and Method of Use" (60/002,198) and "Inelastic Magnetic Bearing" (60/002,601). Under paragraph 2, page 1, V. K. agreed to execute an assignment which was to be filed at the time Patents were to be granted on final applications too be filed on these Provisional Patent Applications. V. K. apparently never filed final applications for these Provisional Patent Applications or submitted sufficient materials so that G.T.T. could prepare and file final patent applications for these Provisional Patent Applications.

In paragraph 3, page 1, V. K. agrees to sell to G.T.T. the World Wide Rights to other inventions created on the superconductive information, know-how and technology that relates to these inventions set forth in these Provisional Patent Applications. In paragraph 7, page 1, V. K. agreed to make himself available to work exclusively up to 8 months for patenting, revising information for patenting and for laboratory and related work for the development of a prototype "SUPER" Superconducting Magnetic Bearing. Thus, under the preceding paragraph 3, V. K. agreed to sell G.T.T. the World Wide Rights to the invention of the "SUPER" Superconducting Magnetic Bearing the name of which was shortened to Super Conductive Bearing. Under the terms of this language of the contract, G.T.T. has purchased and owns the inventive rights to the invention entitled Super Conductive Bearing.

G.T.T. paid expenses for V. K. to come to the U. S. and work on the patenting of the Super Conductive Bearing and provided him with furniture, household items, living expenses and an apartment in the Columbus area while he was employed on the project of developing the Super Conductive Bearing. In addition, G.T.T. engaged a Professional Engineer to work with V. K. in developing the Super Conductive Bearing invention.

In paragraph 1, page 3, G.T.T. agrees to spend money for the patenting provided that V. K. supplies all the information and has rights to the patent information. In paragraph 2, page 3, G.T.T. agrees to spend money for patenting and development of the prototype. Accordingly, G.T.T. engaged and paid an Intellectual Property Attorney to work with V. K. and the Professional Engineer to prepare and file patent application 09/654,964 on the Super Conductive Bearing.

V. K. did not complete his work period for G.T.T., and vacated the apartment provided by G.T.T. in Columbus, Ohio without leaving a forwarding address or indicating where he could be reached. Subsequently, V.K. was finally located, after due diligence at the departure gate of American Airlines as he was preparing to leave the U. S. and in the presence of witnesses, and having sufficient time and having previously reviewed the specification and drawings, refused to review the entire application including the specification and claims, drawings, and declaration presented to him and to sign the papers required for the filing of the patent application.

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09/654,964 on the Super Conductive Bearing.

G.T.T. has attempted to contact V. K. in the Ukraine a number of times by telephone, fax and e-mail and V. K. still refuses to execute the appropriate papers.

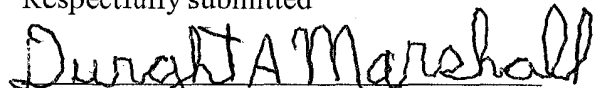
As set forth above and as recorded in the contract, V.K. has sold the rights to and agreed to supply new information for patenting the Super Conductive Bearing set forth and claimed in patent application 09/654,964 filed subsequently to the refusal of V. K. to sign the appropriate papers and to subsequently prosecute the patent application prepared by the Intellectual Property Attorney engaged by G.T.T. Thus, it is submitted that G.T.T. has both a prima facie case in that V. K. has sold the patent rights to G.T.T. and that G.T.T. has a sufficient proprietary interest in the Super Conductive Bearing to file and prosecute the patent application 09/654,964 in the U. S. Patent Office.

It is submitted that G.T.T. has spent monies such as the consideration set forth in the contract, air fare for V.K. to come to work for G.T.T. as an employee at the office of Global in the U. S. on the Super Conductive Bearing project, payments for living expenses and apartment leasing. G.T.T. also spent monies to provide equipment and work space, to engage a Professional Engineer to work with V.K. on the Super Conductive Bearing project and engaged an Intellectual Property Attorney to prepare a patent application therefore and other expenses. Thus, the failure to prosecute the filed Super Conductive Bearing patent application 09/654,964 will result in the failure to preserve the rights of all the parties thereto, and in irreparable damages to G.T.T. who would not be able to obtain any interest in a patent that would not be granted and the expenses and difficulty in trying to get re-imbursement from a party outside the U.S. Without express assignment an employer may still claim an employee's work where the employer specifically hired the employee to exercise inventive facilitation (U.S. vs Dubilun) 289 U.S. 178, 17 USPQ2nd 154.

G.T.T. in February 2002 again contacted V. K. in the Ukraine and V. K. refused to execute the necessary papers for filed patent application 09/654,964.

It is submitted that in view of the time constraints, monetary costs and the current position and location of the parties that it is not necessary to present a formal legal memorandum at this time. It is submitted that G.T.T. has shown sufficient proprietary interest in the Super Conductive Bearing in accordance with the provisions of 35 U.S.C. 118 to justify G.T.T. to make application for patent thereon and that it is necessary to prosecute the filled application 09/654,964 to preserve the rights of thee parties and/or to prevent irreparable damages to G.T.T.

Respectfully submitted



Dwight A. Marshall

Attorney, Reg. No. 25896





### AFFIDAVIT

State of Ohio, Franklin County, ss.

Daniel E. Strohecker,, being first duly sworn, says that he resides at 5910 Hughes Rd., Galena, Ohio, 43021, and that he is a Registered Professional Engineer in the State of Ohio with the Ohio State Board of Registration for Professional Engineers and Surveyors with the registration number of E-27277.

Affiant further says that he has bachelor of science and master of science degrees in metallurgical engineering and has practiced in various areas of the field of engineering for a period of 46 years.

Affiant further says that he was engaged by Global Trading & Technology, Inc., 5030 Westerville Road, in the city of Columbus, Ohio, 43231 to work with Vasyl' V. Kozoriz, reported as residing at 5 Poljarna Street, Apartment 99, in the city of Kyvi (Kiev) 201, in the country of Ukraine for laboratory and related work and for generating new information with a goal of patenting a new development of a prototype "SUPER" Superconducting Magnetic Bearing the name of which was shortened to "Super Conductive Bearing".

Affiant further says that he and the aforementioned Vasyl' V. Kozoriz worked for Global Trading & Technology, Inc. using the facilities and computer equipment of Global Trading & Technology, Inc. at their office located at 5030 Westerville Rd., Columbus, Ohio 43231 on the development of the "Super Conductive Bearing" invented by Vasyl' V. Kozoriz.

Affiant further says that he at the request and at the expense of Global conducted a search of the prior art relating to the Super Conductive Bearing.

Affiant further says that he and Vasyl' V. Kozoriz reviewed the search results of the prior art search and determined that it appeared that the Super Conductive Bearing was novel in view of the prior art.

Affiant further says that he worked with an Intellectual Property Attorney engaged by Global in preparing drawings and a specification for a patent application on the Super Conductive Bearing apparatus.

Affiant further says that he reviewed the completed drawings and patent specification and deemed them sufficient to warrant the filing of the drawings and patent specification with the U.S. Patent Office.

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Affiant further says that Vasyl' V. Kozoriz did not continue his work for the company after August 4, 2000 and left the area of the Global Office without leaving a forwarding address or indicating where he could be reached.

*Daniel E. Strohecker*

Daniel E. Strohecker  
Professional Engineer Reg. No. E-27277

*Feb 22, 2002*

Date

United States of America  
State of Ohio ss:  
County of Franklin

Sworn to me and subscribed in my presence this 22<sup>nd</sup> day of February, 2002

*Dwight A. Marshall*  
Notary

**Dwight A. Marshall, Attorney-at-Law**  
NOTARY PUBLIC—STATE OF OHIO  
My commission has no expiration date,  
Section 147.03 R. C.